



INDEPENDENT CONTRACTOR AGREEMENT

1) PARTIES AND TERM

This AGREEMENT is made by and between, Rafael Rodriguez (hereinafter "Contractor") and Castforce, Inc. a Florida corporation having an office at 1962 Main St., Suite 200, Sarasota, FL 34236 (hereinafter "Castforce"). This Agreement will become effective when signed by both parties and will continue in effect only for the duration of any work award offered by Castforce and accepted by Contractor. If Castforce offers, and Contractor accepts successive work awards, this Agreement shall govern those awards as well, unless it has been revoked by either party. Castforce has no obligation to offer any work awards and Contractor has no obligation to accept any work awards. Castforce reserves the right to revoke any work award accepted by Contractor. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement, but may enter into contracts with others not in conflict with any Castforce work award accepted by Contractor. Contractor shall not, without the prior express authorization from Castforce, reschedule events or contact Castforce clients directly. Either party may terminate this Agreement in writing or verbally at any time with or without cause by notifying the other party.

2) CONTRACTOR SERVICES

The Contractor agrees to perform in-store merchandising or related services, and any matter incidental and/or relating thereto. Contractor will determine the method, details, and means of performing the above-described services. Contractor is an independent contractor and not an employee. Contractor shall be responsible to maintain an active liability insurance policy covering any vehicle used by Contractor to render services to Castforce. Contractor agrees to indemnify and hold Castforce harmless from any claims arising out of the operation of said vehicle by the Contractor. Contractor is responsible for fuel and maintenance. Contractor may not subcontract awarded services to any 3rd party.

3) COMPENSATION

As compensation for the services rendered by Contractor under this Agreement, Castforce shall pay Contractor as set forth in Castforce Independent Contractor Invoicing Procedure (4). Contractor shall not be eligible for fringe benefits provided for Castforce employees. Contractor is responsible for paying when due, all income taxes, including estimated taxes. Contractor agrees to indemnify Castforce for any costs, penalties, interest, or damages suffered by Castforce resulting from Contractor's failure to comply with this provision. A Form 1099-Misc. will be issued and mailed by January 31 for the prior calendar year's compensation. Contractor is responsible for keeping records regarding compensation received from Castforce. Castforce will not issue any statements for total compensation less than six hundred dollars (\$600.00) in a calendar year.

The Contractor acknowledges its own responsibility for complying with any workers' compensation laws at its own expense, and agrees to hold Castforce or their clients harmless (including its officers and owners) against any liability attributable to any injury incurred by the Contractor while performing awarded services for Castforce.

4) INVOICING PROCEDURE

Castforce will pay for Invoices submitted in accordance with the following conditions:

- a) Invoices must be submitted via Fax or Electronic Upload within the project timelines.
- b) Invoices must contain a valid store manager or associate signature and date of the location visited.
- c) Invoices must have the correct Invoice Number generated from the online reporting system.

Failure to submit invoices in accordance with these conditions will result in invalidation and non-payment. Payments for invoices will be generated the week of the 15th of each month. Invoice payments are issued the last day of the payout week. If the 15th occurs on Saturday or Sunday, checks will go out the last business day of the following week. Payout dates are viewable within the Castforce Contractor Portal. If an invoice payment dispute occurs, Castforce will make the final determination of resolution, Contractor agrees to abide by its decision.

5) PROPERTY RIGHTS

All records of the accounts of customers of Castforce shall be the exclusive property of Castforce. All of Castforce's property and records utilized by Contractor, shall be immediately returned to Castforce by Contractor on any termination of this Agreement. The names and addresses of Castforce's customers constitute trade secrets of Castforce. The sale or unauthorized use or disclosure of any of Castforce's trade secrets constitutes unfair competition. Contractor shall preserve the confidentiality of Castforce's trade secrets. All files, documents and similar items relating to the business of Castforce are and shall remain the exclusive property of Castforce.

6) **GENERAL PROVISIONS**

This Agreement supersedes any and all other agreements between the parties. Any modification of this Agreement will be effective only if it is in writing and signed by both parties, except that either party may terminate this Agreement unilaterally. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. This agreement shall be governed by the laws of the State of Florida. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect for commercial disputes in Sarasota, FL and judgment upon the award may be entered in any court having jurisdiction thereof. Arbitration is an alternative to judicial litigation. It requires the payment of certain fees. The Arbitrator's decision is generally final and not appealable. This constitutes a waiver by both sides of the right to sue in a court of law, to enforce this Agreement. If any arbitration or other legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

Independent Contractor

2489 Cedar Canyon Rd
Marietta, GA 30067

DocuSigned by:



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Rafael Rodriguez


, Contractor

11/2/2011

DATE

Castforce, Inc.

1962 Main Street
Suite 200
Sarasota, FL 34236


Kelly Orr, Chief Administrative Officer

11/2/2011

DATE